

NURSING FACILITY/RESIDENT AGREEMENT

The _____ and _____ hereby agree to the following terms
(Name of Nursing Facility) (Name of Resident or Personal Representative)

and arrangements providing for the medical, nursing, and personal care of _____
(Name of Resident)

under the Medicaid (Title XIX) Program Administered by the Alabama Medicaid Agency.

I. DURATION OF AGREEMENT

The Nursing Facility/Resident Agreement should be signed by each Medicaid resident that is admitted into the facility. If the resident's liability amount changes or if there are policy changes that impact the resident, the agreement must be signed and dated by the resident or representative acknowledging notification of changes.

II. ARRANGEMENTS FOR CARE**A. The Nursing Facility Agrees:**

1. To provide basic services and arrange for special services as needed and authorized by the resident/personal representative for the treatment and care of the resident.
2. To obtain services, whenever necessary, of a licensed physician of the resident's choice, or services of other licensed physicians if a personal physician has not been designated or is not available, and to administer such medication as the attending physician may order.
3. If the Nursing Facility contracts with a pharmacy participating in the Medicaid Program, the drugs may be provided through this source. In choosing a particular facility, the resident is exercising freedom of choice for all of the services that the facility furnishes, including those that the facility obtains under a contract with an outside source. If the Nursing Facility does not contract with a pharmacy participating in the Medicaid Program, the drugs may be provided by a participating pharmacy of resident's choice.
4. To arrange for transfer of the resident to the hospital when so ordered by the attending physician and to notify the resident and personal representative in advance of such actions or in case of emergency within not more than twenty-four (24) hours following the transfer.
5. To provide the resident/personal representative with a schedule of prices for services requested by resident/personal representative provided or arranged for by the nursing facility but not covered by Medicaid and explain the same to the resident/personal representative. A copy of such schedule will be maintained in the nursing facility file for review by the Alabama Medicaid Agency.
6. To provide the resident/personal representative not less than once a month an itemized statement of charges for services requested by resident/personal representative and not covered by Medicaid.
7. To allow the resident/personal representative free choice in selecting his own provider for noncovered services if this does not result in an additional expense to the nursing facility.

B. The Resident/Personal Representative Agrees:

1. To provide all necessary clothing, personal effects and incidentals such as stamps, stationery, books, and magazines.
2. To provide any individual spending money necessary for the resident.
3. To reach an agreement with the nursing facility as to whether required services not covered by Medicaid will be provided through the nursing facility or by direct arrangement with the supplier of the services.
4. To conduct themselves in a manner which will not interfere with the care of other residents or the orderly operation of the nursing facility.
5. Personal representative agrees to turn over resident's available income to the nursing facility without incurring personal financial liability.
6. To waive their freedom of choice of a physician if an approved freedom of choice waiver is operational in the recipient's county of residence.

III. NURSING FACILITY CARE/EXPLANATION OF SERVICES

1. **SERVICES INCLUDED IN BASIC (COVERED) NURSING FACILITY CHARGES.** (Vendor payments by the Alabama Medicaid Agency include at least these services).
 - a. All nursing services to meet the total needs of the resident including treatment and administration of medications ordered by the resident's physician.
 - b. Personal services and supplies for the comfort and cleanliness of the resident. These include assistance with eating, dressing, toilet functions, baths, brushing teeth, combing hair, shaving and other services and supplies necessary to permit the resident to maintain a clean, well-kept personal appearance such as hair hygiene supplies, comb, brush, bath soap, disinfecting soaps or specialized cleansing agents when indicated to treat special skin problems or to fight infections, razors, shaving cream, toothbrush, toothpaste, denture adhesive, denture cleanser, dental floss, moisturizing lotion, tissues, cotton balls, cotton swabs, deodorant, incontinence supplies, sanitary napkins and related supplies, towels, washcloths, hospital gowns, hair and nail hygiene services, bathing, basic personal laundry and incontinence care.
 - c. Room (semi-private or ward accommodations) and board, including therapeutic diets and tubal feeding necessary to provide proper nutrition. This includes feeding residents unable to feed themselves.
 - d. All services and supplies for incontinent residents, including linen savers and diapers.
 - e. Bed and bath linens.
 - f. Nursing and treatment supplies as ordered by the resident's physician or as required for quality nursing care. These include, but are not limited to, needles, syringes, catheters, catheter trays, drainage bags, indwelling catheters, enema bags, normal dressings, special dressings (such as ABD pads and pressure dressings) intravenous administration sets, and normal intravenous fluids (such as glucose, D5W, D10W).

- g. Safety and treatment equipment such as bed rails, standard walkers, standard wheelchairs, intravenous administration stands, suction apparatus, oxygen concentrators and other items generally provided by nursing facilities for the general use of all residents.
- h. Materials for prevention and treatment of bed sores.
- i. Medically necessary over-the-counter (non-legend) drug products ordered by a physician, with the exception of over-the-counter insulin covered under the Pharmacy Program. Generic brands are required unless brand name is specified in writing by the attending physician.
- j. Laundry services of personal apparel.

2. SPECIAL (NONCOVERED) SERVICES NOT ORDINARILY INCLUDED IN BASIC NURSING FACILITY CHARGES. (These services or supplies may be provided by the nursing facility or by arrangement with other vendors by mutual agreement between resident/personal representative and the nursing facility).

- a. Prosthetic devices, splints, crutches, and traction apparatus for individual residents.
- b. If payment is not made by Medicare or Medicaid, the facility must inform the resident/personal representative that there will be a charge, and the amount of the charge. Listed below are general categories and examples of items:
 - 1. Telephone.
 - 2. Television/radio for personal use.
 - 3. Personal comfort items, including smoking materials, notions and novelties, and confections.
 - 4. Cosmetic and grooming items and services in excess of those for which payment is made under Medicaid or Medicare.
 - 5. Personal clothing.
 - 6. Personal reading matter.
 - 7. Gifts purchased on behalf of a resident.
 - 8. Flowers and plants.
 - 9. Social events and entertainment offered outside the scope of the required activities program.
 - 10. Noncovered special care services such as privately hired nurses or aides.
 - 11. Private room, except when therapeutically required (for example: isolation for infection control).
 - 12. Specially prepared or alternative foods requested instead of the food generally prepared by the facility.
 - 13. Beauty and barber services provided by professional barbers and beauticians.
- c. Services of licensed professional physical therapist.
- d. Routine dental services and supplies.
- e. Tanks of oxygen.

3. OTHER SERVICES PROVIDED BY MEDICAID UNDER SEPARATE PROGRAMS AS PROVIDED FOR IN THE STATE PLAN. Prescription drugs, hospitalization, laboratory and x-ray services, physician services, and eye care services will be covered according to protocols and limitations of each particular program.

RESIDENT'S RIGHTS AND INFORMATION REGARDING MEDICAID COVERAGE

1. The Nursing Facility shall furnish the resident/personal representative with a complete copy of the attached agreement and with any changes in financial terms when made.
2. The Nursing Facility shall notify promptly the appropriate office of determination for Medicaid eligibility (the Alabama Medicaid District Office, appropriate Social Security Administration office for SSI residents, or the appropriate County Department of Human Resources for Human Resources) of admission, transfer, discharge, or death of a resident.
3. The facility must inform the resident both orally and in writing of his or her rights and all rules and regulations governing resident conduct and responsibilities. Receipt of such information and any amendments to it must be acknowledged in writing.
4. The facility must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 70b), the Age Discrimination Act of 1975, (42 U.S.C. 6101, et seq.) the American with Disabilities Act of 1990, and the regulations issued thereunder by the Department of Health and Human Services (45 CFR Parts 80, 84, and 90). No individual shall, on the grounds of race, sex, color, creed, national origin, age, or handicap be excluded from participation in, be denied the benefits of, or, be otherwise subjected to discrimination under any program or services by this institution.
5. The facility must not require a third party guarantee of payment to the facility as a condition of admission or expedited admission, or continued stay in the facility.
6. The nursing facility may charge a resident who is eligible for Medicaid for items and services the resident has requested and received, and that are not specified in the Alabama Medicaid State Plan as included in the term "nursing facility services" so long as the facility gives proper notice of the availability and cost of these services to resident and does not condition the resident's admission or continued stay on the request for and receipt of such additional services.
7. The resident has the right to manage his or her financial affairs and the facility may not require residents to deposit their personal funds with the facility. However, upon written authorization of a resident, the facility must hold, safeguard, manage, and account for the personal funds of the resident deposited with the facility. A copy of the statement delegating responsibility and signed by the resident or personal representative shall be maintained in the facility and made available to Federal and State representatives upon request.
8. Medicaid may pay the Part A coinsurance for the twenty-first (21st) day through the hundredth (100th) day for Medicare/Medicaid eligible residents who qualify under Medicare rules for skilled level of care. An amount equal to that applicable to Medicare Part A coinsurance, but not greater than the facility's Medicaid rate will be paid for the twenty-first through the hundredth day. No payment will be made by Medicaid (Title XIX) for skilled nursing care in a dually certified nursing facility for the first twenty (20) days of care for residents qualified under Medicare criteria.
9. Admissions to nursing facilities will be accomplished in accordance with current instructions from the Alabama Medicaid Agency.
10. For the resident admitted or transferred to nursing care under the Medicaid Program, payment by Medicaid will be made for the day of admission but no payment will be made for the day of discharge, transfer, or death by either the Medicaid Program or the resident/personal representative.
11. Neither Medicaid patients, nor their families, nor their sponsor, may be charged for reservation of a bed for the first four days of any period during which a Medicaid patient is temporarily absent due to admission to a hospital.

Prior to discharge of the patient to the hospital, the patient, the family of the patient, or the sponsor of the patient is responsible for making arrangements with the nursing home for the reservation of a bed and any costs associated with reserving a bed for the patient beyond the covered four day hospital stay reservation period. The covered four day hospital stay reservation policy does not apply to:

- (i) Medicaid-eligible patients who are discharged to a hospital while their nursing home stay is being paid by Medicare or another payment source other than Medicaid;
- (ii) Any non-Medicaid patients;
- (iii) A patient who has applied for Medicaid but has not yet been approved; provided that if such a patient is later retroactively approved for Medicaid and the approval period includes some or all of the hospital stay, then the nursing home shall refund that portion of the bed hold reservation charge it actually received from the patient, family of the patient, or sponsor of the patient for the period that would have been within the four covered days policy; or
- (iv) Medicaid patients who have received a notice of discharge for non-payment of service.

12. Payments to nursing facilities may be made for therapeutic leave visits to home, relatives, and friends for up to six days per calendar quarter. A therapeutic leave visit may not exceed three days per visit. A resident may have a therapeutic visit that is one, two, or three days in duration as long as the visit does not exceed three days per visit or six days per quarter. Visits **may not** be combined to exceed the three-day limit. The facility must obtain physician orders for therapeutic leave.

13. Resident rights.

The following information concerning resident rights is taken from Title 42, Code of Federal Regulations, Section 483.10.

The resident has a right to a dignified existence, self-determination, and communication with and access to persons and services inside and outside the facility. A facility must protect and promote the rights of each resident, including each of the following rights:

(a) Exercise of rights.

- (1) The resident has the right to exercise his or her rights as a resident of the facility and as a citizen or resident of the United States.
- (2) The resident has the right to be free of interference, coercion, discrimination, and reprisal from the facility in exercising his or her rights.
- (3) In the case of a resident adjudged incompetent under the laws of a State by a court of competent jurisdiction, the rights of the resident are exercised by the person appointed under State law to act on the resident's behalf.
- (4) In the case of a resident who has not been adjudged incompetent by the State court, any legal-surrogate designated in accordance with State law may exercise the resident's rights to the extent provided by State law.

(b) Notice of rights and services.

- (1) The facility must inform the resident both orally and in writing in a language that the resident understands of his or her rights and all rules and regulations governing resident conduct and responsibilities during the stay in the facility. During the resident's stay, if the State makes changes in the notice from time to time, the facility must provide the resident with current notice. Such notification must be made prior to or upon admission. Receipt of such information, and any amendments to it, must be acknowledged in writing;
- (2) The resident or his or her legal representative has the right-
 - (i) Upon an oral or written request, to access all records pertaining to himself or herself including current clinical records within 24 hours (excluding weekends and holidays); and
 - (ii) After receipt of his or her records for inspection, to purchase at a cost not to exceed the community standard photocopies of the records or any portions of them upon request and 2 working days advance notice to the facility.
- (3) The resident has the right to be fully informed in language that he or she can understand of his or her total health status, including but not limited to, his or her medical condition;
- (4) The resident has the right to refuse treatment, to refuse to participate in experimental research, and to formulate an advance directive as specified in paragraph (8) of this section; and
- (5) The facility must-
 - (i) Inform each resident who is entitled to Medicaid benefits, in writing, at the time of admission to the nursing facility or, when the resident becomes eligible for Medicaid of-
 - (A) The items and services that are included in nursing facility services under the State plan and for which the resident may not be charged;
 - (B) Those other items and services that the facility offers and for which the resident may be charged, and the amount of charges for those services; and
 - (ii) Inform each resident when changes are made to the items and services specified in paragraphs (5) (i) (A) and (B) of this section.
- (6) The facility must inform each resident before, or at the time of admission, and periodically during the resident's stay, of services available in the facility and of charges for those services, including any charges for services not covered under Medicare or by the facility's per diem rate.
- (7) The facility must furnish a written description of legal rights which includes-
 - (i) A description of the manner of protecting personal funds, under paragraph (c) of this section;
 - (ii) A description of the requirements and procedures for establishing eligibility for Medicaid, including the right to request an assessment under Section 1924(c) which determines the extent of a couple's non-exempt resources at the time of institutionalization and attributes to the community spouse an equitable share of resources which cannot be considered available for payment toward the cost of the institutionalized spouse's medical care in his or her process of spending down to Medicaid eligibility levels;

- (iii) A posting of names, addresses, and telephone numbers of all pertinent State client advocacy groups such as the State Survey and Certification Agency, the State Licensure Office, the State Ombudsman Program, the Protection and Advocacy network, and the Medicaid Fraud Control Unit; and
 - (iv) A statement that the resident may file a complaint with the State Survey and Certification Agency concerning resident abuse, neglect, and misappropriation of resident property in the facility, and non-compliance with the advance directives requirements.
- (8) The facility must comply with the requirements relating to maintaining written policies and procedures regarding advance directives. These requirements include provisions to inform and provide written information to all adult residents concerning the right to accept or refuse medical or surgical treatment and, at the individual's option, formulate an advance directive. This includes a written description of the facility's policies to implement advance directives and applicable State law.
- (9) The facility must inform each resident of the name, specialty, and way of contacting the physician responsible for his or her care.
- (10) The facility must prominently display in the facility written information, and provide to residents and applicants for admission oral and written information about how to apply for and use Medicare and Medicaid benefits, and how to receive refunds for previous payments covered by such benefits.
- (11) Notification of changes.
- (i) A facility must immediately inform the resident; consult with the resident's physician; and if known, notify the resident's legal representative or an interested family member when there is-
 - (A) An accident involving the resident which results in injury and has the potential for requiring physician intervention;
 - (B) A significant change in the resident's physical, mental, or psychosocial status (i.e., a deterioration in health, mental, or psychosocial status in either life-threatening conditions or clinical complications);
 - (C) A need to alter treatment significantly (i.e., a need to discontinue an existing form of treatment due to adverse consequences, or to commence a new form of treatment); or
 - (D) A decision to transfer or discharge the resident from the facility.
 - (ii) The facility must also promptly notify the resident and, if known, the resident's legal representative or interested family member when there is-
 - (A) A change in room or roommate assignment.
 - (B) A change in resident rights under Federal or State law or regulations as specified in paragraph (b) (1) of this section.
 - (iii) The facility must record and periodically update the address and phone number of the resident's legal representative or interested family member.

(c) Protection of Resident Funds.

- (1) The resident has the right to manage his or her financial affairs, and the facility may not require residents to deposit their personal funds with the facility.
- (2) Management of personal funds. Upon written authorization of a resident, the facility must hold, safeguard, manage, and account for the personal funds of the resident deposited with the facility, as specified in paragraphs (c) (3) - (8) of this section.
- (3) Deposit of funds.
 - (i) Funds in excess of \$50. The facility must deposit any resident's personal funds in excess of \$50 in an interest bearing account (or accounts) that is separate from any of the facility's operating accounts, and that credits all interest earned on resident's funds to that account. (In pooled accounts, there must be a separate accounting for each resident's share).
 - (ii) Funds less than \$50. The facility must maintain a resident's personal funds that do not exceed \$50 in a non-interest bearing account, interest-bearing account, or petty cash fund.
- (4) Accounting and records. The facility must establish and maintain a system that assures a full and complete and separate accounting, according to generally accepted accounting principles, of each resident's personal funds entrusted to the facility on the resident's behalf.
 - (i) The system must preclude any commingling of resident funds with facility funds or with the funds of any person other than another resident.
 - (ii) The individual financial record must be available through quarterly statements and on request to the resident or his or her legal representative.
- (5) Notice of certain balances. The facility must notify each resident that receives Medicaid benefits-
 - (i) When the amount in the resident's account reaches \$200 less than the SSI resource limit for one person; and
 - (ii) That, if the amount in the account, in addition to the value of the resident's other nonexempt resources, reaches the SSI resource limit for one person, the resident may lose eligibility for Medicaid or SSI.
- (6) Conveyance upon death. Upon the death of a resident with a personal fund deposited with the facility, the facility must convey within 30 days the resident's funds, and a final accounting of those funds, to the individual or probate jurisdiction administering the resident's estate.
- (7) Assurance of financial security. The facility must purchase a surety bond, or otherwise provide assurance satisfactory to the Secretary, to assure the security of all personal funds of residents deposited with the facility.
- (8) Limitation on charges to personal funds. The facility may not impose a charge against the personal funds of a resident for any item or service for which payment is made under Medicaid or Medicare.

(d) Free choice. The resident has the right to-

- (1) Choose a personal attending physician;
- (2) Be fully informed in advance about care and treatment and of any changes in that care or treatment that may affect the resident's well-being; and
- (3) Unless adjudged incompetent or otherwise found to be incapacitated under the laws of the State, participate in planning care and treatment or changes in care and treatment.

(e) Privacy and confidentiality. The resident has the right to personal privacy and confidentiality of his or her personal and clinical records.

- (1) Personal privacy includes accommodations, medical treatment, written and telephone communications, personal care, visits, and meetings of family and resident groups, but this does not require the facility to provide a private room for each resident;
- (2) Except as provided in paragraph (e) (3) of this section, the resident may approve or refuse the release of personal and clinical records to any individual outside the facility;
- (3) The resident's right to refuse release of personal and clinical records does not apply when-
 - (i) The resident is transferred to another health care institution; or
 - (ii) Record release is required by law.

(f) Grievances. A resident has the right to-

- (1) Voice grievances without discrimination or reprisal. Such grievances include those with respect to treatment which has been furnished as well as that which has not been furnished; and
- (2) Prompt efforts by the facility to resolve grievances the resident may have, including those with respect to the behavior of other residents.

(g) Examination of survey results. A resident has the right to-

- (1) Examine the results of the most recent survey of the facility conducted by Federal or State surveyors and any plan of correction in effect with respect to the facility. The facility must make the results available for examination in a place readily accessible to residents, and must post a notice of their availability; and
- (2) Receive information from agencies acting as client advocates, and be afforded the opportunity to contact these agencies.

(h) Work. The resident has the right to-

- (1) Refuse to perform services for the facility;
- (2) Perform services for the facility, if he or she chooses, when-
 - (i) The facility has documented the need or desire for work in the plan of care;

- (ii) The plan specifies the nature of the services performed and whether the services are voluntary or paid;
 - (iii) Compensation for paid services is at or above prevailing rates; and
 - (iv) The resident agrees to the work arrangement described in the plan of care.
- (i) **Mail.** The resident has the right to privacy in written communications, including the right to-
- (1) Send and promptly receive mail that is unopened; and
 - (2) Have access to stationery, postage, and writing implements at the resident's own expense.
- (j) **Access and visitation rights.**
- (1) The resident has the right and the facility must provide immediate access to any resident by the following:
 - (i) Any representative of the Secretary;
 - (ii) Any representative of the State;
 - (iii) The resident's individual physician;
 - (iv) The State Long Term Care Ombudsman (established under Section 307(a) (12) of the Older Americans Act of 1965);
 - (v) The agency responsible for the protection and advocacy system for developmentally disabled individuals (established under part C of the Developmental Disabilities Assistance and Bill of Rights Act);
 - (vi) The agency responsible for the protection and advocacy system for mentally ill individuals (established under the Protection and Advocacy for Mentally Ill Individuals Act);
 - (vii) Subject to the resident's right to deny or withdraw consent at any time, immediate family or other relatives of the resident; and
 - (viii) Subject to reasonable restrictions and the resident's right to deny or withdraw consent at any time, others who are visiting with the consent of the resident.
 - (2) The facility must provide reasonable access to any resident by any entity or individual that provides health, social, legal, or other services to the resident, subject to the resident's right to deny or withdraw consent at any time.
 - (3) The facility must allow representatives of the State Ombudsman to examine a resident's clinical records with the permission of the resident or the resident's legal representative, consistent with State law.
- (k) **Telephone.** The resident has the right to have reasonable access to the use of a telephone where calls can be made without being overheard.
- (l) **Personal property.** The resident has the right to retain and use personal possessions, including some furnishings, and appropriate clothing, as space permits, unless to do so would infringe upon the rights or health and safety of other residents.

- (m) **Married couples.** The resident has the right to share a room with his or her spouse when married residents live in the same facility and both spouses consent to the arrangement.
- (n) **Self-administration of drugs.** An individual resident may self-administer drugs if the interdisciplinary team has determined that this practice is safe.
- (o) **Refusal of certain transfers.**
- (1) An individual has the right to refuse a transfer to another room within the institution, if the purpose of the transfer is to relocate:
 - (i) A resident of a SNF from the distinct part of the institution that is a SNF to a part of the institution that is not a SNF, or
 - (ii) A resident of a NF from the distinct part of the institution that is a NF to a distinct part of the institution that is a SNF.
 - (2) A resident's exercise of the right to refuse transfer does not affect the individual's eligibility or entitlement to Medicare or Medicaid benefits.

14. Married individuals becoming institutionalized on or after September 30, 1989, may request an assessment to protect a portion of resources for the community spouse. Interested individuals may contact the Alabama Medicaid District Office serving your facility as listed below:

<u>DISTRICT OFFICE ADDRESS</u>	<u>PHONE NUMBER</u>	<u>COUNTIES SERVED</u>
STATE OF ALABAMA ALABAMA MEDICAID AGENCY 486 PALISADES BLVD. BIRMINGHAM, AL 35209-5154	1-800-362-1504 205-414-9335 (FAX)	Jefferson St. Clair
STATE OF ALABAMA ALABAMA MEDICAID AGENCY 2119 WESTMEADE DRIVE, S.W., SUITE 1 DECATUR, AL 35603-1050	1-800-362-1504 256-353-1799 (FAX)	Cullman Madison Jackson Morgan
STATE OF ALABAMA ALABAMA MEDICAID AGENCY 2652 FORTNER STREET, SUITE 4 DOTHAN, AL 36305-3203	1-800-362-1504 334-794-3741 (FAX)	Barbour Crenshaw Houston Coffee Dale Pike Conecuh Geneva Covington Henry
STATE OF ALABAMA ALABAMA MEDICAID AGENCY 214 E. COLLEGE STREET FLORENCE, AL 35630-5606	1-800-362-1504 256-740-0228 (FAX)	Colbert Lawrence Winston Franklin Limestone Lauderdale Marion
STATE OF ALABAMA ALABAMA MEDICAID AGENCY 200 WEST MEIGHAN BLVD., SUITE D GADSDEN, AL 35901-3200	1-800-362-1504 256-546-4973 (FAX)	Blount Cleburne Marshall Calhoun DeKalb Cherokee Etowah

DISTRICT OFFICE ADDRESS**PHONE NUMBER****COUNTIES SERVED**

STATE OF ALABAMA
 ALABAMA MEDICAID AGENCY
 3280 DAUPHIN STREET
 SUITE B 100-B
 MOBILE, AL 36606-4049

1-800-362-1504
 251-471-6930 (FAX)

Baldwin Mobile
 Escambia Washington

STATE OF ALABAMA
 ALABAMA MEDICAID AGENCY
 (P. O. BOX 5624, ZIP 36103-5624)
 501 DEXTER AVENUE
 MONTGOMERY, AL 36104-3744

1-800-362-1504
 334-242-3835 (FAX)

Montgomery Elmore

STATE OF ALABAMA
 ALABAMA MEDICAID AGENCY
 1716 CATHERINE COURT, SUITE 1-A
 AUBURN, AL 36830-5788

1-800-362-1504
 334-887-3840 (FAX)

Bullock Lee Russell
 Chambers Macon Talladega
 Clay Randolph Tallapoosa
 Coosa

STATE OF ALABAMA
 ALABAMA MEDICAID AGENCY
 106 EXECUTIVE PARK LANE
 SELMA, AL 36701-7734

1-800-362-1504
 334-418-0036 (FAX)

Autauga Clarke Monroe
 Butler Dallas Perry
 Chilton Lowndes Wilcox
 Choctaw Marengo

STATE OF ALABAMA
 ALABAMA MEDICAID AGENCY
 907 22ND AVENUE
 TUSCALOOSA, AL 35401-5822

1-800-362-1504
 205-345-9414 (FAX)

Bibb Lamar Sumter
 Fayette Pickens Tuscaloosa
 Greene Shelby Walker
 Hale

IV. This agreement adopts by reference the rules for nursing facilities as promulgated by the Alabama Board of Health, provisions of the State Plan for the Alabama Medicaid Agency and the Alabama Medicaid Administrative Code, and the parties hereto shall abide by and be governed by said documents and applicable State and Federal laws and regulations. If this agreement is found by any court or lawfully constituted body to be in violation of said regulations and standards, then this agreement is to be deemed amended so as to comply therewith.

V. FINANCIAL AGREEMENTS:

1. This agreement is contingent upon the resident being eligible for the benefits of Title XIX (Medicaid) and requiring nursing care under the current policies of the Alabama Medicaid Agency.
2. This section (V, Financial Agreements) is subject to immediate change should there occur a change in the resident's income or change in itemized noncovered charges.

Name of Resident

Medicaid Number

Medicare Number

Name of Personal Representative (If applicable)

Address of Personal Representative

Date of Admission

PER MONTH

1. Amount of resident's available income to be applied to basic nursing facility per diem rate.

\$ _____

Effective Date of Agreement

Effective Date of Liability

Signature (Resident)

Name of Nursing Facility/Date Prepared

Signature (Personal Representative) If Applicable

Signature (Nursing Facility Administrator)

PER MONTH

1. Amount of resident's available income to be applied to basic nursing facility per diem rate.

\$ _____

Effective Date of Agreement

Effective Date of Liability

Signature (Resident)

Name of Nursing Facility/Date Prepared

Signature (Personal Representative) If Applicable

Signature (Nursing Facility Administrator)

PER MONTH

1. Amount of resident's available income to be applied to basic nursing facility per diem rate.

\$ _____

Effective Date of Agreement

Effective Date of Liability

Signature (Resident)

Name of Nursing Facility/Date Prepared

Signature (Personal Representative) If Applicable

Signature (Nursing Facility Administrator)

PER MONTH

1. Amount of resident's available income to be applied to basic nursing facility per diem rate.

\$ _____

Effective Date of Agreement

Effective Date of Liability

Signature (Resident)

Name of Nursing Facility/Date Prepared

Signature (Personal Representative) If Applicable

Signature (Nursing Facility Administrator)

PER MONTH

1. Amount of resident's available income to be applied to basic nursing facility per diem rate.

\$ _____

Effective Date of Agreement

Effective Date of Liability

Signature (Resident)

Name of Nursing Facility/Date Prepared

Signature (Personal Representative) If Applicable

Signature (Nursing Facility Administrator)

PER MONTH

1. Amount of resident's available income to be applied to basic nursing facility per diem rate.

\$ _____

Effective Date of Agreement

Effective Date of Liability

Signature (Resident)

Name of Nursing Facility/Date Prepared

Signature (Personal Representative) If Applicable

Signature (Nursing Facility Administrator)